

**PURPOSE:**

The purpose of this Administrative Regulation is to ensure that all inmates incarcerated in the County Detention Facility are provided with appropriate medical attention while making the inmate responsible for a reimbursement of his/her medical care.

**POLICY:**

All inmates at the Citrus County Detention Facility will be responsible for payment of any medical treatment received during their incarceration in accordance with the fees established by the CDF contractor.

Inmates will be charged for their medical care if it is self-initiated or non-emergent in nature.

Inmates considered or proclaimed as "indigent" will be provided care but will still be responsible for payment of their medical care either by their cash account, or at a future date, as a result of an In-Facility Lien.

Refusal of an inmate to cooperate with regard to providing information relative to their indigent status and payment of charges levied against them will be assumed to be "non-indigent" and such refusal may result in the removal of all gain time for which they are entitled.

No inmate will be denied medical care due to inability to make payment.

**AUTHORITY:**

Florida Statutes 951.032(1) (a) and 901.35.

**DEFINITIONS:**

For the purposes of this Administrative Regulation the following words or phrases will have the definition as set forth herein:

**Charge Document** - identifies the fees charged for medical services rendered to a specific inmate.

**Inmate Cash Account** - an inmate's personal money account.

**Computerized In-Facility Medical Tracking Form** – a computer data base entry generated on inmate's who leave the Citrus County Detention Facility with a medical lien on their inmate cash account.

**In-facility Lien** – An attachment placed against an inmate's cash account if there are sufficient funds to cover the costs of medical services rendered to the inmate.

**PROCEDURES: MEDICAL SERVICES:****A. PROVISION OF SERVICES**

All inmates will be provided access to appropriate medical care regardless of their ability to pay for such services.

Except for emergency medical services, all other medical services will be provided as defined in the inmate medical treatment procedure established by the CDF contractor.

All indigent inmates will be required to pay for services received at the rates set forth by the CDF contractor **if the services are self-initiated**. Charges for such services will be charged against an inmate's cash account for each visit by an inmate to a nurse, physician, physician's assistant, dentist, x-rays, therapists, laboratory work, hospitals, ambulance calls and all other medical treatment providers.

Fee schedules are set by the CDF contractor and the Contract Monitor. Review of such fees will take place annually. Any changes to the fee schedule will be implemented on January 1 of each year. The fee schedule will be posted in each housing area and a copy provided to all inmates during the booking process.

At the time an inmate is booked into the Facility, they will be presented with a memorandum detailing the medical program and the charges related thereto; and a notice which states that their cash account is subject to be liened for medical charges.

There will be no charge for scheduled follow-up visits to the in-facility nurse or doctor for a period of 30 days.

Prescription Medications:

Prescription Medications will be provided to inmates at the actual cost of the prescription.

Over-the-Counter (OTC) Medications:

Over-the-counter medications (OTC's) are currently available in the commissary and do not require visits to the nurse to obtain such medications. If an inmate chooses to visit the clinic for over-the-counter medications, the cost shall be in accordance with the established fee schedule.

**B. PROVISION OF SERVICE AT LOCATIONS SPECIFICALLY REQUESTED BY AN INMATE:**

The inmate may request to have his/her personal physician to come to the Facility for a pre-approved visit to consult with the Facility Doctor regarding the inmate's condition and treatment. Such visits will be at the **inmate's expense**, but all treatment and/or medications will be under the authorization and supervision of the Facility's Medical Department.

The inmate has the right to request, **through the Facility Doctor**, to be treated by their personal physician. If the Facility Doctor **agrees** to allow the inmate to be treated by their personal physician, the **inmate must pay in advance** for the cost of such treatment plus all transportation costs to and from the treating physician.

All visits to physicians other than the Facility Doctor must be pre-approved by the Facility Doctor.

**C. VERIFICATION OF INMATES'S FINANCIAL STATUS:**

In accordance with Florida Statute Chapters 951.032 and 901.35, all inmates requesting medical treatment will be required to cooperate with the County in determining their financial status and ability to pay for such medical care.

Failure to cooperate will result in the inmate being classified as "non-indigent" and such inmates will incur medical charges at the rate incurred by the County as opposed to the sliding scale. Such failure may also result in the loss of gain time. During the investigation process and discussions with inmates to complete the financial information form, if the inmate becomes belligerent, makes abusive comments, provides false information, or other unacceptable activities which are not allowed in the detention facility, the inmate will receive a disciplinary report and such action may result in the loss of all gain time and the inmate will automatically be classified as "non-indigent".

The purpose of this process is to determine whether or not the individual is "indigent" or "non-indigent" for the purposes of assessing charges. There is no other purpose or intention with regard to this procedure.

Regardless of the inmate's ability to pay at the time services are rendered, medical service will be provided. However, the County will require reimbursement from the inmate as set forth in this policy.

All inmates requesting and receiving medical treatment will be subject to an "indigent status verification process". This process involves the completion of a verification form, which includes information related to financial status, assets, current and prior addresses, relatives, etc.

The form will be completed on each individual receiving medical attention and a determination will be made as to their ability to pay for services rendered at which time they will be classified as "indigent" or "non-indigent".

The inmate verification status form is utilized to determine the indigent status of county residents in need of medical services. The criteria for determining indigent status will be based upon the State's guidelines.

Inmates who meet the indigent guidelines for indigence classifications will be responsible for payment of their medical charges established by the CDF contractor. Inmates who do not meet the indigence classification requirements will be responsible for the payment of their medical charges at the full rate which is the cost that the County pays for their medical care.

#### **D. COLLECTION AND ACCOUNTABILITY:**

Upon receipt of a written request from any person requesting non-emergency medical, dental or psychiatric service(s), the medical staff of the Citrus County Detention shall triage said written request and shall arrange for prompt delivery of the requested healthcare service(s) to persons incarcerated in said facility.

At the time of delivery of said inmate-initiated non-emergency healthcare service(s), a medical department staff member shall itemize and total all applicable co-payment charges on the INMATE MEDICAL EXPENDITURES form and shall then sign said form. A copy of said form shall be given to the inmate. A copy shall be delivered to the on-site Business Manager (or designee) to assure prompt deduction of the incurred medical co-payment fees from the inmate's Personal Inmate Account in accordance with the policies and procedures established by the CDF contractor. The original copy of said form shall be placed and maintained in the inmate's Medical record.

The CDF contractor on-site Business Manager (or designee) shall prepare and deliver to the Warden an itemized accounting of all monies collected from Personal Inmate Accounts lacking sufficient funds to cover the medical co-payment charges incurred by those inmates.

Upon receipt of the accounting of all inmate medical co-payment charges, collections and debits, the Warden shall review and be responsible for the accuracy of said financial accounting. The Warden shall have full authority to call into question any of said co-payment deductions and shall, based upon available information and provable circumstance(s), have full authority to modify or waive any of said medical co-payment charges as fairness dictates.

Upon completion of a review of each accounting, the Warden shall certify said accounting totals and promptly forward same to the Contract Monitor or their designee for review and certification.

Following the review and certification, the Contract Monitor shall notify the Warden of the certification and shall also report same to the appropriate Citrus County officials.

On the first business day of each month, the Warden shall prepare and forward a check made payable to the Board of County Commissioners of Citrus County, Florida in the full amount of all monies actually collected during the preceding month under the provisions and conditions of the recommended/requested medical co-payment as set forth herein.

**E. BENEFICIARY OF MEDICAL CO-PAYMENT PROCEEDS:**

The sole beneficiary of all monies collected as a result of the herein recommended/requested medical co-payment shall be the Citrus County Board of County Commissioners unless otherwise directed by the Board of County Commissioners for Citrus County, Florida.

**F. OUTSTANDING BALANCES:**

The following procedures will be applied to those accounts of inmates leaving the Facility with an outstanding balance owed.

1. A computerized entry will be placed in a database file specifically for this purpose which includes the name of the inmate, date of birth, identification number, booking number, race, sex, date of release, lien amount.
2. When a new inmate is booked in, or returned to the Detention Facility from another location, the Inmate Account Clerk will check the file for that individual's name. If there is a possible match between the inmate and the name in the file, the Inmate Account Clerk will notify the Warden.
3. The Warden will then review the information and determine whether the individual has a lien from a previous incarceration.
4. If the inmate had a lien, it will be reinstated and deductions made from the inmate's personal account, if funds are available.
5. The inmate's name will remain in the file three (3) years from the date the inmate leaves the Facility.

**G. CHARGE EXEMPTIONS:**

From time to time situations arise wherein it is felt that an individual should not be charged for medical services rendered such as, natural disasters, unprovoked attacks, etc. If such situations occur when the Warden and Contract Monitor determine that a situation may warrant waiver of charges, a review will be conducted at the inmate's request and the reasons submitted for the waiver, and decision for whether or not to approve the waiver will be decided by the Warden, Contract Monitor and CDF contractor's Medical Supervisor.

Medical charges can be waived for any inmate who is required to seek medical attention as a result of an unprovoked attack by other inmates. However, such waivers can only be granted after a full disciplinary review of all of the individuals involved and a determination is made that the inmates was in fact the victim of an unprovoked attack. During the course of the review, if it is determined that the inmate did in fact provoke the attack, the medical charges will be assessed.

All other requests for waiver must be presented to the County for determination. Waivers will not be granted solely due to an individual's inability to make payment. The County shall notify the CDF contractor in writing when a waiver request is approved.

Sick call charges may be waived if a referral is made. The referral shall be entered into the database for recording purposes. Follow-ups for the same condition, if ordered by the facility doctor, may also qualify for waiver.